

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
In Admiralty – Newport News Division**

**IN THE MATTER OF THE COMPLAINT
OF DANN MARINE TOWING, LC,
AS OWNER OF THE TUG
SEA COAST**

Civil Action No. 4:18-cv-149

AD INTERIM STIPULATION

WHEREAS, DANN MARINE TOWING, LC, has commenced an action in this Court for exoneration from or limitation of liability, in respect to any and all casualties, losses, damages, or injury occurring during the operations of the tug SEA COAST on or about July 14, 2018, upon the navigable waters of the United States as is more fully set forth in the complaint filed herein, in which DANN MARINE TOWING, LC, prays, among other things, that the Court

- (1) issue notice to all persons who may have or who are asserting claims with respect to any loss, damage, or injury occasioned or incurred during the operations of the tugboat SEA COAST, admonishing them to file their respective claims and answers, if any, to the Complaint herein; and
- (2) issue an order restraining, staying and enjoining the commencement and further prosecution of all actions, suits and proceedings with respect to such claims against DANN MARINE TOWING, LC and its property, except in this action.

WHEREAS, DANN MARINE TOWING, LC wishes to prevent the further prosecution of all actions, suits or proceedings against it, as aforesaid, or against the tugboat SEA COAST or other property of DANN MARINE TOWING, LC, and the actions suits or proceedings of any nature or description whatsoever in any and all courts, and also wishes to provide a stipulation for value, in the amount established in the Complaint of Five Hundred Thousand U.S. Dollars

(\$500,000.00) herein, as security for the benefit of all claimants, pending any further appraisalment of value of DANN MARINE TOWING, LC's interest in the tugboat SEA COAST the Court may hereafter order; and

WHEREAS, DANN MARINE TOWING, LC has assets far more than necessary to establish security for the limitation fund.

NOW, THEREFORE, the conditions of the stipulation are that:

1. DANN MARINE TOWING, LC hereby submits itself to the jurisdiction of this Court and appoints its attorneys aforesaid as its agent for the service of process in this matter, only;

2. Pending any further appraisalment of the value of DANN MARINE TOWING, LC's interest in the tugboat SEA COAST on the voyage in question, as the Court may hereafter order, DANN MARINE TOWING, LC stipulates in the sum of Five Hundred Thousand U.S. Dollars (\$500,000.00), which amount equals the total of DANN MARINE TOWING, LC's interest in the tug boat SEA COAST, and further stipulates in the sum of \$1,000.00 for costs with interest at six percent (6%) per annum thereon from the date hereof as required by Local Civil Rule (f)(1); that, pursuant to further order of this Court confirming the appraisal of the value of DANN MARINE TOWING, LC's interest in the tugboat SEA COAST, it will file or cause to be filed, in this action a further stipulation for Value or other form of security as may be ordered by the Court, in the amount or value of such interest as thus ascertained; and, pending the filing of such further stipulation for value, or other form of security as may be ordered by the Court, this stipulation shall stand as security for all claims in said limitation action; and

3. Until further stipulation for value or other form of security shall be substituted for this stipulation as aforesaid, DANN MARINE TOWING, LC agrees to abide by all orders and

decrees of this Court, intermediate or final, pay all court costs and fees earned by the U. S. Marshal as herein set forth and to pay the amount awarded by the final decree rendered by this Court, or an Appellate Court if an appeal intervenes, up to the principal amount of this stipulation with interest as aforesaid, and if such payments are made, this stipulation shall become void, otherwise to remain in full force and effect.

IT IS HEREBY STIPULATED AND AGREED, for the benefit of whom it may be concerned, that the undersigned stipulators shall be and are bound in the sum of Five Hundred Thousand U.S. Dollars (\$500,000.00) from the date hereof as herein set forth and to pay the amount awarded by the final decree rendered by the Court, or an Appellate Court if an appeal intervenes, up to the principal amount of this stipulation with interest as aforesaid; and if such payments are made, or if further or other security is approved by the Court, this stipulation shall become void, otherwise to remain in full force and effect.

Submitted November 27, 2018.

DANN MARINE TOWING, LC

/s/ David N. Ventker
By: _____
Of Counsel

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